

SANDY CITY
10000 CENTENNIAL PARKWAY
SANDY, UTAH 84070

DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PURCHASING
FEBRUARY 2010

INVITATION FOR BID:

This is a formal solicitation of sealed bids which will be reviewed to determine that the functional requirements of the City are met. The City shall be the sole judge as to which bid constitutes the "lowest and/or most responsible bid". Price is only one consideration, delivery of service, and quality of work are other factors that will be considered in the award of the bid. The bid will be awarded after the appropriate approvals are received.

THIS IS NOT AN ORDER

PROJECT: SIDEWALK TRIP HAZARD REMOVAL
REQUIREMENTS:

*Sealed bids must be returned no later than **9:30 A.M. on FRIDAY, FEBRUARY 19, 2010** to the Purchasing Office (Finance and IS Division) 10000 Centennial Parkway, Suite 330, Sandy, where they will be publicly opened and read aloud. Bids received after the deadline shall not be considered and will be returned to the bidder unopened.

*Bids must be submitted in a sealed envelope with the project title and the company name and address clearly marked on the face of the envelope.

*Specifications and a bid sheet are attached.

*For further information contact John Larsen, 568-2971

**THE RIGHT IS RESERVED TO REJECT ALL BIDS, TO WAIVE ANY
INFORMALITY OR TECHNICALITY OF TO ACCEPT BIDS DEEMED IN THE BEST
INTEREST OF SANDY CITY CORPORATION. ALL BIDS THAT MEET, EXCEED OR
ARE COMPARABLE TO MINIMUM SPECIFICATIONS WILL BE ACCEPTED.**

Sandy City
Mindi J. Bos
Purchasing Agent

SANDY CITY CORPORATION
SPECIFICATIONS FOR
SIDEWALK TRIP HAZARD REMOVAL 09

The City is interested in contracting with a vendor for sidewalk trip hazard removal. This contract would be set in place for a time period of one year.

I. INTENT OF SPECIFICATION

It is the intent of these specifications to set forth the minimum acceptable requirements for the services described herein.

II. SUBMISSION OF BIDS

All bids must be submitted on the form provided by the City and signed by an authorized representative of the company, on or before the specific date and time list on this IFB.. Bid shall be submitted in a sealed envelope with the project title and company name on the face of the envelope.

III. SIGNATURE ON BID REQUEST

The bid sheet must be signed by an authorized representative of the company named thereon. The signature on this form shall be interpreted to signify the vendor's intent to comply with all the terms, conditions and specifications set forth in this solicitation, unless specific exceptions are noted on the face of the bid.

IV. RESPONSE TIME AN IMPORTANT FACTOR

Bidders must state response time and all bidders are hereby advised that delivery will be an important factor in award of this bid. Stated response time must be based upon company projections and the City may require written confirmation of this time from the company prior to award of the purchase order. Bidders are advised that failure to meet projected times without acceptable cause may result in removal of the vendor from the bid list.

V. INSURANCE REQUIREMENTS

See "Exhibit A" attached for requirements.

VI. ADDITIONAL INFORMATION

Interested parties may contact John Larsen, 568-2971 for additional information.

VII. SPECIFICATIONS

1. SANDY CITY STANDARD SPECIFICATIONS AND DETAILS FOR MUNICIPAL CONSTRUCTION, latest edition. Available at the office of the City Engineer.
2. For all items not covered by the SANDY CITY STANDARD SPECIFICATIONS AND DETAILS FOR MUNICIPAL CONSTRUCTION, the STATE OF UTAH STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, edition of 1992, will apply. Only those provisions dealing with materials and methods of construction are part of this project. Division 100-GENERAL PROVISIONS is expressly deleted.

SANDY CITY CORPORATION
SPECIFICATIONS FOR
SIDEWALK TRIP HAZARD REMOVAL 09

3. All trip hazards marked for saw cutting shall be done in accordance with the requirements of the Americans With Disabilities Act. Each offset shall be tapered at a 1:8 slope and shall all have a smooth uniform appearance and texture. The ability to maintain this slope with a 2.5 inch elevation difference is required.
4. All saw work shall be done with hand-held electric powered equipment, capable of cutting at any angle and able to remove the concrete completely to all edges of the walk.
5. All saw cutting shall be taken to the zero point of differential settlement and to the edges of sidewalk to eliminate trip hazards the full width of the sidewalk.
6. Debris and concrete dust shall be cleaned from the sidewalk surface as well as surrounding rails, sidewalks, driveway, landscaping or other objects in the vicinity of work
7. No depth of cut shall exceed 2 inches without prior approval of the City engineer.

"EXHIBIT A"
INSURANCE AND BOND REQUIREMENTS FOR
PARTIES CONTRACTING WITH SANDY CITY FOR :
SIDEWALK TRIP HAZARD REMOVAL 2/2010

Contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons, damage to property and the willful, wrongful or negligent mis-appropriation or mis-management of funds which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance and bonds shall be included in the Contracting party's proposal.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits no less than:

- 1. GENERAL LIABILITY:** \$2,000,000 combined single limit per occurrence, personal injury and property damage. \$3,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better). Personal Injury, Premises-Operations.
- 2. AUTOMOBILE LIABILITY:** \$ 2,000,000 per occurrence. "Any Auto" coverage is required.
- 3. WORKERS' COMPENSATION and EMPLOYERS LIABILITY:** Workers' compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention exceeding 5% limit of policy must be declared to and approved by Sandy City. At the option of Sandy City, either; the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Sandy City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to disclose to Sandy City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I. General Liability and Automobile Liability Coverages

A. Sandy City, their officers, officials, employees and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Sandy City, its officers, officials, employees or volunteers.

B. The contracting party's insurance coverage shall be a primary insurance as respects to Sandy City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Sandy City, its officers, officials, employees or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.

C Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Sandy City, its officers, officials, employees or volunteers.

D The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

II. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against Sandy City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for Sandy City.

III. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Sandy City.

E. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved by the Director of Risk Management .

F. VERIFICATION OF COVERAGE

Contracting party shall furnish Sandy City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be furnished to and accepted by Sandy City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS

Contracting party shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**BID SHEET
FOR
SIDEWALK TRIP HAZARD REMOVAL 2009**

COMPANY NAME: _____

ADDRESS: _____

CONTACT NAME: _____

PHONE NUMBER: _____ FAX: _____

No. YEARS IN BUSINESS _____

PRICING: Cost of bonds & insurance will not be accepted as a separately billed item, include those costs in your unit price.

METHOD OF MEASUREMENT AND PAYMENT: Measurement shall be made by the average depth of cut on each trip hazard multiplied by the length along the joint that is trimmed.

Example: If a joint is cut 2" on one side and tapered to 1" on the other side of a 4-foot wide sidewalk, it shall be calculated as follows:

$$\frac{2'' + 1''}{2} \times 4' = 6 \text{ inch-feet}$$

Average x width = Total inch-feet.

Inch-feet x cost per inch foot = Total price for that trip hazard.

INCH-FT COST: \$ _____

Estimated response time for removal _____

List additional features for consideration _____

BY: _____
SIGNATURE

Title

Date